

**IN THE UNITED STATES DISTRICT COURT  
FOR THE WESTERN DISTRICT OF TEXAS  
WACO DIVISION**

**SVV TECHNOLOGY  
INNOVATIONS INC.**

*Plaintiff,*

**v.**

**ACER INC.**

*Defendant.*

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**Civil Action No. 6:22-cv-00639-ADA**

**Civil Action No. 6:22-cv-00640-ADA**

**Civil Action No. 6:22-cv-00641-ADA**



**PLAINTIFF SVV TECHNOLOGY INNOVATIONS INC.'S MOTIONS *IN LIMINE***

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Exhibit D	Plaintiff's Rule 30(b)(6) Deposition Notice to Defendant
Exhibit E	Deposition Transcript of Defendant's Corporate Designee Mark Ho
Exhibit F	Deposition Transcript of Defendant's Corporate Designee Kate Shang
Exhibit G	Joint Claim Construction Statement
Exhibit H	Claim Construction Order

Plaintiff SVV Technology Innovations Inc. (“SVVTI”) respectfully moves the Court *in limine* for an order excluding any reference, evidence, testimony (both lay and expert), or arguments as follows:

**I. Non-Infringing Alternatives and Design-Arounds**

Defendant should be precluded from presenting any evidence or argument regarding the alleged availability of non-infringing alternatives or design-arounds that Defendant first introduced with its rebuttal expert report as it affirmatively elected not to provide any such information during discovery. *See, e.g., Accentra, Inc. v. Staples, Inc.*, No. CV-07- 5862 ABC (RZx), 2010 WL 8450890, at \*6-7 (C.D. Cal. Sept. 22, 2010); *see also Elbit Sys. Land & C4I Ltd. v. Hughes Network Sys., LLC*, No. 2:15-cv-00037-RWS-RSP, 2017 WL 2651618, at \*10-12 (E.D. Tex. Jun. 20, 2017) (precluding testimony of non-infringing alternatives for not being properly disclosed in interrogatory responses); *Icon-IP Pty Ltd. v. Specialized Bicycle Components, Inc.*, 87 F. Supp. 3d 928, 948-49 (N.D. Cal. 2015) (holding expert is precluded from relying on conversations with witnesses when information was not disclosed until after depositions took place); *Apple, Inc. v. Samsung Elecs. Co.*, No. 11-cv-01846-LHK., 2012 WL 3155574, at \*5 (N.D. Cal. Aug. 2, 2012) (striking portions of expert reports containing information when late disclosure prohibited Apple from conducting additional fact discovery regarding new and previously undisclosed theories).

Defendant’s non-infringement expert, Dr. Coleman, included a section in his rebuttal report entitled “Acceptable Non-Infringing Alternatives.” Ex. A (“Coleman Rebuttal Report”) ¶¶ 76-84. Non-infringing alternatives are something on which a defendant bears the burden of proof. In this case, SVVTI sent Defendant interrogatories seeking factual information concerning non-infringing alternatives on which Defendant intended to rely. In response, Defendant disclosed no substantive information. Defendant waited until its rebuttal expert report to spring non-infringing alternatives

on SVVTI.<sup>1</sup> It is too late and improper for Defendant to inject this new material into the case, after fact discovery, after opening expert reports, and on the eve of dispositive motion briefing.

Moreover, A proper analysis of non-infringing alternatives includes an analysis of the “[s]imilarity of physical and functional attributes of the patentee’s product[,]” “[c]onsumers’ intended use for the patentee’s product[,]” and the “[p]rice of the alleged substitute compared to the patented technology[.]”<sup>2</sup> In other words, an “acceptable alternative must have similar functionality, meet the expectations of consumers, and not cost the consumer more than the contested technology.”<sup>3</sup> However, SVVTI was unable to determine the identity of any specific alleged non-infringing alternatives during fact discovery, and SVVTI was unable to probe whether any such non-infringing alternatives were “acceptable,” i.e., provide similar functionality, meet the expectations of consumers, and not cost the consumer more than the contested technology.

This Court has confirmed that the untimely disclosure of non-infringing alternatives despite discovery requests is prejudicial and should be stricken. *Freshub, Inc. v. Amazon.com Inc.*, No. 6:21-cv-00511-ADA, Dkt. 222 (W.D. Tex. Jun. 13, 2021) (excluding evidence and argument regarding NIAs disclosed only in rebuttal expert reports); *see also Ravgen, Inc. v. Lab’y Corp. of Am. Holdings*, No. 6:20-cv-00969-ADA (W.D. Tex. Oct. 4, 2022).

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<sup>1</sup> Courts that have addressed the issue have held that the defendant bears the burden of demonstrating commercially acceptable non-infringing alternatives. *See SEVEN Networks, LLC v. Samsung Elecs. Co., Ltd.*, No. 2:17-cv-441-JRG, Dkt. 578, at 122:6-124:10 (E.D. Tex. Dec. 13, 2018) (striking defendant’s rebuttal report on non-infringing alternatives because the defendant bears the burden, even though non-infringing alternatives were identified in interrogatory response).

<sup>2</sup> Parr, Russell L. (2018), *Intellectual Property: Valuation, Exploitation, and Infringement* Damages, Hoboken, NJ: John Wiley & Sons, Inc., at 467.

<sup>3</sup> *Id.*

Defendant failed to identify any specific non-infringing alternatives during fact discovery in response to SVVTI's interrogatories. On March 22, 2023, SVVTI propounded the following interrogatory on Defendant:<sup>4</sup>

INTERROGATORY NO. 6: Separately for each asserted claim of the Patents-in-Suit and each of the Accused Products, please identify and describe all facts (including the technical and financial details) Related to any acceptable non-infringing alternative(s) or design around(s) available to You, of which You are aware, which You are presently investigating, or which You may rely upon.

On October 17, 2023, Defendant provided the following response to SVVTI's interrogatory regarding non-infringing alternatives:<sup>5</sup>

RESPONSE TO INTERROGATORY NO. 6: Acer responds that, pursuant to Rule 33(d), Acer has produced documents that contain this information. Exhibit A attached hereto as well as [ACER00034896 to ACER00034900, ACER00035000 to ACER00035003, ACER00035047, and ACER00035048 to ACER00035110] identifies the documents for each accused product from which this information can be derived. Depending on the asserted patent, both Accused Products and Acer monitor products that are not accused are acceptable non-infringing alternative(s). Acer will provide its contentions on noninfringing alternatives in its expert reports submitted pursuant to the Amended Scheduling Order in this action. Acer's investigation and discovery in this matter are ongoing, and Acer reserves the right to supplement and/or revise this response as appropriate.

On July 27, 2023, SVVTI served a Rule 30(b)(6) deposition notice on Defendant, identifying the topics:<sup>6</sup>

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<sup>4</sup> Ex. B.

<sup>5</sup> Ex. C. Acer may point to a vague statement in its Interrogatory Response that "[d]epending on the asserted patent, both Accused Products and Acer monitor products that are not accused are acceptable non-infringing alternative(s)." That single sentence provides little information, and provides no model numbers. The first alleged non-infringing alternatives identified by model appeared in the Coleman Rebuttal Report. *See* Coleman Rebuttal Report ¶¶ 76-84, identifying

Acer may also argue that its Interrogatory Response "also identified Acer documents that contain the requested technical and financial details for those products." Not so. Acer's Interrogatory Response reference "Exhibit A" to its Response, which is attached as the last two pages of Motion Ex. C. It contains Bates ranges of tens of thousands of pages pointing to various specifications of Acer monitors. This data dump of Bates ranges provides no information regarding what models Acer would rely on regarding non-infringing alternatives.

<sup>6</sup> Ex. D.



17. The actual or anticipated cost of designing around the Patents-in-Suit including without limitation, the identification of the modifications Defendant would make to its products to design around the Patents-in-Suit; the costs of developing such modifications; the time required to develop such modifications; the amount of man-hours necessary to design around the Patents-in-Suit, whether the modifications would have any potential backward compatibility issues and, if so, how they would be addressed; whether the modifications had or would have any impact (however measured ) on the performance of the products and if so, disclose each impact, the costs that such modifications would add to any product that included the modifications, the cost of equipment, materials, manpower and facilities needed to design around, any loss of sales or loss of market share from such a design around, and the commercial acceptability of such a design around in the marketplace.

18. All efforts made by Defendant to design around or otherwise avoid infringing the Patents-in-Suit, including discussions involving your suppliers regarding the avoidance of infringement.

19. All facts relating to the identification, availability, acceptability, and cost of any noninfringing alternatives to the apparatuses claimed in the Patents-in-suit, including without limitation. a. Your use and consideration of implementing any such alternatives, including discussions involving your suppliers or potential suppliers; b. the specific alterations you would make to each Accused Product to effectuate such alternative(s); c. the specific claim limitations of the Patents-in-Suit that would be infringed without the alternatives; d. the costs associated with developing and implementing each alternative; and e. the steps and time required to develop and implement each alternative.

On August 31, 2023, Defendant's designees on Topics 17-19 were *unable* to provide *any* substantive information regarding non-infringing alternatives. *See* Ex. E (Marc Ho Tr. 54:14-60:12) and Ex. F (Shang Tr. 47:10-50:3).

Pursuant to the above discovery requests, Defendant was obligated to disclose any alleged non-infringing alternatives it planned to rely on, and underlying facts regarding those alleged alternatives, so that SVVTI could have a fair opportunity to investigate them. Defendant's failure may be used as a basis to exclude an expert's opinion regarding such alleged alternatives. *See, e.g., Ericsson Inc. v. TCL Commc'n Holdings, Ltd.*, No. 2:15-CV-00011-RSP, 2017 WL 5137401, at \*11-14 (E.D. Tex. Nov. 4, 2017), *rev'd on other grounds*, 952 F.3d 1317 (Fed. Cir. 2020)

(striking opinions on non-infringing alternatives that defendant did not disclose in response to contention interrogatory).

Dr. Coleman's opinions regarding Defendant's alleged non-infringing alternatives would severely prejudice SVVTI. Because the positions and underlying facts were not disclosed until service of the Dr. Coleman Rebuttal Report, SVVTI was deprived of the opportunity to press for additional discovery from Defendant (or any third party) regarding the alleged alternatives, including how they could be implemented and at what cost.

Defendant cannot provide an adequate explanation for its failure to timely disclose its alleged non-infringing alternatives. *See Freeny v. Murphy Oil Corp.*, No. 2:13-CV-791-RSP, 2015 WL 5144347, at \*2 (E.D. Tex. June 4, 2015) (striking portions of defendant's expert report regarding a design around theory that was not properly disclosed during fact discovery, where improperly disclosed theory was "fairly covered" by plaintiff's interrogatory and defendant failed to supplement or offer a reasonable excuse for not providing the information throughout discovery).

By withholding information regarding alleged alternatives until the Coleman Rebuttal Report, Defendant deprived SVVTI the opportunity to examine the factual bases and theories underlying these positions, which is extremely prejudicial to SVVTI. Therefore, the Court should exclude any evidence and argument at trial regarding design-arounds or non-infringing alternatives.

## **II. Arguments Contrary to the Court's Claim Constructions, Including Characterizations of the Asserted Patents as "Photovoltaic" or "Solar Panel" Patents**

Defendant's non-infringement expert, Dr. Coleman, violates the Court's claim construction in two ways. First, the "plain and ordinary meaning" of certain claim terms that Dr. Coleman proffers are those that Defendant proposed during claim construction, which were rejected by the Court. Second, Dr. Coleman refers to certain Asserted Patents as "photovoltaic

patents” or “solar panel patents,” and his characterizations reflect claim construction positions that Defendant previously argued, and the Court rejected.

**A. Defendant should not be permitted to argue that its previously rejected constructions are the “plain and ordinary meaning” of terms that the Court has already construed**

“Light Harvesting” — Dr. Coleman opines that ’306 Patent claim 40; ’318 Patent claim 14; and ’397 Patent claim 12 are not infringed based on his construal of the plain meaning of “light harvesting” requiring “changing light to a non-light form.” *See* Coleman Rebuttal Report ¶¶ 273-276. However, this Acer-proposed construction was rejected by the Court. *Compare* Ex. G, “JCCS,” (Defendants’ proposal: “device/element/layer for collecting light to change it to non-light form”) *with* Ex. H, Claim Construction Order (“plain and ordinary meaning”).

“Light Converting” — Dr. Coleman opines that ’306 Patent claims 13, 26, 40, and 42; ’999 Patent claim 1; ’205 Patent claims 1 and 15; and ’191 Patent claim 1 are not infringed based on his construal of the plain meaning of “light converting” requiring “changing light to a non-light form.” *See* Coleman Rebuttal Report ¶¶ 235-236. However, this Acer-proposed construction was rejected by the Court. *Compare* Ex. G, “JCCS,” (Defendants’ proposal: “changing light to non-light form”) *with* Ex. H, Claim Construction Order (“plain and ordinary meaning”).

“Photoresponsive” — Dr. Coleman opines that ’088 Patent claim 26 (Coleman Rebuttal Report ¶ 367); ’089 Patent claims 1 and 14 (Coleman Rebuttal Report ¶¶ 373, 375, 383); ’999 Patent claim 1 (Coleman Rebuttal Report ¶ 402); and ’205 Patent claim 1 (Coleman Rebuttal Report ¶ 414) are not infringed based on his construal of “photoresponsive layer” requiring changing light to electricity. *See* Coleman Rebuttal Report ¶¶ 354-355. However, this Acer-proposed construction was rejected by the Court. *Compare* Ex. G, “JCCS,” (Defendants’

proposal: “layer that changes light to electricity”) *with* Ex. H, Claim Construction Order (“plain and ordinary meaning”).

**B. Defendant should not be allowed to refer to Asserted Patents as “photovoltaic patents” or “solar panel patents”**

Defendant’s non-infringement expert, Dr. Coleman, referred to various Asserted Patents as “Photovoltaic Patents.” Coleman Rebuttal Report ¶¶ 50-55. Dr. Coleman also referred to various Asserted Patents as “Light Harvesting Cover Patents” and referred to light harvesting devices with the parenthetical “such as solar panels.” Coleman Rebuttal Report ¶ 38.

Any attempt by Defendant to mischaracterize the patents as “photovoltaic patents” or “solar panel patents” or the like is a blatant attempt to mislead the jury with respect to the broader scope of the Asserted Claims. Defendant sought a number of constructions during the claim construction process that were designed to limit the application of the Asserted Patents to the field of photovoltaic solar panels. Each such proposal was rejected.

Defendant should not be allowed to refer to the Asserted Patents as “photovoltaic patents” or “solar panel patents,” because the asserted claims do not require photovoltaic application and referring to them as such would be contrary to the Court’s claim construction and would only serve to confuse and mislead the jury into believing that the claims require elements that are not present. Fed. R. Evid. 401-403.

Dr. Coleman also labels several of the Asserted Patents as “Photovoltaic Patents” – a characterization disputed at claim construction and confusing to a jury. Dr. Coleman’s characterizations reflect Defendant’s claim construction proposals that Defendant previously argued, and the Court rejected. For example, Defendant’s characterization of some patents as “Photovoltaic Patents” is premised on Defendant’s proposals requiring that “light harvesting” and “light converting” needs to change light into non-light form – proposals that were rejected by this Court during claim construction, as further explained in the section below.

For the term “light harvesting,” Acer proposed “device/element/layer for collecting light to change it to non-light form,” a construction suggesting that claims using this term would be directed to photovoltaic solar panels. However, as explained above, Acer’s proposed construction was rejected by the Court. For the term “light converting,” Acer proposed “changing light to a non-light form,” a construction suggesting that claims using this term would be directed to photovoltaic solar panels. However, as explained above, Acer’s proposed construction was rejected by the Court. For the term “photoresponsive layer,” Acer proposed “layer that changes light to electricity,” a construction suggesting that claims using this term would be directed to photovoltaic solar panels. However, as explained above, Acer’s proposed construction was rejected by the Court.

Defendant’s only basis for referring to anything as “photovoltaic patents” or “solar panels” is to confuse and mislead the jury regarding the nature and scope of the Asserted Patents and to suggest that SVVTI would need to accuse solar panels for infringement. Thus, Defendant should be precluded from referring to the Asserted Patents as being relating to anything beyond what the claim language and the Court’s construction allow.

**C. Defendant should not be allowed to re-argue to a jury a previously-rejected claim construction proposal**

This Court can and should prevent a party from re-arguing to a jury a claim construction proposal that the Court already rejected. The Federal Circuit endorses the exclusion of such testimony. *Finjan, Inc. v. Secure Computing Corp.*, 626 F.3d 1197, 1206 (Fed. Cir. 2010); *see also Collaborative Agreements, LLC v. Adobe Systems Inc., et al.*, No. A-14-CV-356-LY, 2015 WL 2250391, at \*9 (May 12, 2015) (citing *Finjan* for the proposition of “upholding claim construction of plain and ordinary meaning where district court prevented expert from reconstruing term at trial.”); *see also Fenner Inv., Ltd. v. Microsoft Corp.*, 632 F. Supp. 2d 627, 638 (E.D. Tex. 2009) (“[N]o party should be allowed to argue to the jury claim constructions that

are contrary to the court’s claim constructions or to reassert to the jury constructions that the court has already expressly or implicitly rejected.”), *aff’d*, 369 F. App’x 132 (Fed. Cir. 2010); Ex. 15 (Trial Tr.) at 956:9–22, *VLSI Tech. LLC v. Intel Corp.*, No. 6:21-cv-299-ADA (W.D. Tex. Apr. 15, 2021), ECF No. 587 (excluding expert testimony because “[t]he Court finds that Intel is trying to recapture an argument that it made during claim construction that the Court rejected.”); Ex. 16 (Trial Tr.) at 723:24– 724:23, *Textron Innovations Inc. v. SZ DJI Tech. Co., Ltd. et al.*, No. 6:21-cv-740-ADA (W.D. Tex. Apr. 19, 2023), ECF No. 353 (excluding expert testimony because “[I]f I rejected the requirement that plain and ordinary meaning be this, if I rejected this, then he shouldn’t be saying that’s the plain and ordinary meaning of it.... I mean, I’ve already rejected that that’s the appropriate construction. I rejected it. So if you’re having him argue that that’s what the plain and ordinary meaning has to be, then that’s not helping.”).

**III. Any argument, evidence, testimony, reference, or suggestion that Defendant practices the prior art; concerning a comparison between an accused instrumentality and a purported prior art patent, device, method, process, product, system, or document; or concerning a comparison between an accused instrumentality and a commercial product, or third parties’ products**

Defendant’s non-infringement expert, Dr. Coleman, suggests in his rebuttal report that certain aspects of the Accused Products are practicing the prior art.<sup>7</sup> In determining infringement, the proper comparison is between an accused instrumentality and the asserted claims as construed by the Court. *See Baxter Healthcare Corp. v. Spectramed, Inc.*, 49 F.3d

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<sup>7</sup> *See, e.g.*, Coleman Rebuttal Report ¶ 66 (“Some of the light deflecting features that Mr. Credelle identifies in the Accused Products are printed white ink dots, **which have been around for well over 30 years**. Other deflecting features like cavities have also long existed. To the extent that Mr. Credelle is asserting the deflecting features formed by laser scanning are the superior elements not found in prior art (**they are prior art**), they are not superior as they do not have precise control over the direction of the reflected/deflected light, and may have only a slight performance improvement over the screen printed dots but with the expense of a longer manufacturing time.”) (*emphasis added*); *id.* at ¶ 67 (“there are no optical elements in the backlights identified by Mr. Credelle that provide any significant collimation other than the brightness enhancement films, **which were widely used in prior art products**.”) (*emphasis added*).

1575, 1583 (Fed. Cir. 1995) (“Literal infringement exists if each of the limitations of the asserted claim(s) read on, that is, are found in, the accused device.”). Consequently, as the Federal Circuit has made “unequivocally clear,” *there is no “practicing the prior art” defense to infringement*. See *Tate Access Floors, Inc. v. Interface Architectural Res., Inc.*, 279 F.3d 1357, 1365 (Fed. Cir. 2002) (emphasis added); *Baxter*, 49 F.3d at 1583. Accordingly, Defendant should be precluded from advancing positions that compare an accused instrumentality with anything other than the construed claims, including purported prior art or other companies’ commercial products. See, e.g., *Optis Wireless Tech. v. Apple Inc.*, No. 2:19- CV-00066-JRG, Dkt. 668 at 2 (E.D. Tex. Aug. 9, 2021) (precluding defendant “from arguing or introducing evidence as to practicing the prior art, or from comparing the accused products to anything other than the construed claims”); *Intell. Ventures II LLC v. FedEx Corp.*, No. 2:16- CV-00980-JRG, 2018 WL 10638138, at \*3 (E.D. Tex. Apr. 26, 2018) (precluding defendant from comparing accused systems and methods to any commercial embodiments or prototypes of the asserted patents and holding “that the only proper comparison is between the accused products and the elements of the Asserted Claims”); *Solas OLED Ltd. v. Samsung Display Co., Ltd.*, No. 2:19-cv-152-JRG, Dkt. 279 at 3 (E.D. Tex. Sep. 30, 2020) (precluding evidence and argument based on Samsung’s “patents and patent applications”); *Smartflash LLC v. Apple Inc.*, No. 6:13-CV-447-JRG-KNM, 2015 WL 11089593, at \*1 (E.D. Tex. Jan. 29, 2015) (precluding defendant from “presenting arguments or opinions that compare or contrast the accused products to smart card or commercial embodiments”).

Any alleged value from these types of arguments would be residual and vastly outweighed by their potential risk for confusing and misleading the jury about the proper issues for resolution, unfairly prejudicial to SVVTI, and a waste of Court time and resources. See Fed. R. Evid. 401-403. Defendant and its expert should be limited to presenting true noninfringement arguments (i.e., proper comparisons between the accused instrumentalities and the construed

claims), not backdoor invalidity arguments like practicing the prior art or legal irrelevancies like practicing unasserted patents.

**IV. Any reference to dropped claims, theories, patents, or accused products.**

In this case, as in most patent cases, the parties have whittled down their case for trial by narrowing the asserted claims and theories—including through voluntary efforts to streamline. Dropped claims, theories, patents, or accused products are irrelevant to the case before the jury. Moreover, introduction of dropped claims, theories, patents, or accused products would unnecessarily confuse the issues before the jury, force SVVTI to have to explain to the jury the complexities of litigation strategy and claim narrowing, and penalize SVVTI for streamlining its case, all while having no probative value for the issues remaining for trial. Indeed, Courts have often excluded *in limine* reference to dropped claims, theories, patents, or accused products.<sup>8</sup> Therefore, references to dropped claims, theories, patents, or accused products should be excluded under Fed. R. Evid. 402 and 403.

**V. Any argument, evidence, testimony, reference, or suggestion that SVVTI has not asserted its patents against other entities, including Defendant’s suppliers**

Defendant should be precluded from making arguments or assertions that SVVTI has not filed suit or asserted its patents against other companies, including Defendant’s suppliers. “The absence of assertion is not probative of any issue.” *Acorn v. Samsung*, No. 2:19-CV-00347-JRG (E.D. Tex. Apr. 30, 2021), Dkt. No. 331 at 10 (granting motion precluding defendant from

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<sup>8</sup> *E.g.*, *Huawei Tech. Co. Ltd. v. Verizon Comm. Inc.*, 2:20-CV-00030-JRG, Dkt. 462 at 14 (E.D. Tex., Jul. 02, 2021) (granting MIL covering “[a]ny reference to dropped or unasserted/unelected claims, patents, products, invalidity contentions, or prior art”); *Solas OLED Ltd. v. Samsung Display Co., Ltd.*, No. 2:19-cv-152, Dkt. 279 at 2–3 (E.D. Tex., Sept. 30, 2020) (granting MIL on “[e]vidence of no-longer-asserted claims, products, and/or non-asserted infringement theories”); *Uniloc USA, Inc. v. Samsung Elecs. Am., Inc.*, No. 2:17-cv-651, Dkt. 208 at 4 (E.D. Tex. Apr. 10, 2019) (same); *see also United Servs. Auto. Ass’n v. Wells Fargo Bank, N.A.*, No. 2:18-CV-00245-JRG Dkt. 294 (E.D. Tex., Oct. 30, 2019) (granting MIL precluded from reference to dropped theories).



asserting that the plaintiff had not asserted the patents against other manufacturers). Also, any probative weight of arguments directed to SVVTI's non-assertion of patents against companies other than Defendant is outweighed by the prejudicial effect they would have on SVVTI, as well as the risk of misleading and confusing the jury about the issues to be resolved at trial. *See* Fed. R. Evid. 401-403. Such evidence and argument should therefore be excluded.

DATED: March 7, 2024

Respectfully submitted,

/s/Robert D. Katz

Robert D. Katz

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**ATTORNEY FOR PLAINTIFF**

**SVV TECHNOLOGY INNOVATIONS INC.**

# **EXHIBIT A**

Redacted in Entirety

# **EXHIBIT B**



3. The terms “Communication” or “Communications” include any transfer or exchange between two or more persons of any information, whether by written, electronic, computer or oral means, including, but not limited to, conversations, meetings, telephone calls, correspondence, e-mails, internet communications, faxes, telegrams, telexes, text messages, voicemails, cables, and/or memoranda.

4. The terms “Relating,” “Relate,” “Concern,” or “Concerning” mean referring to, mentioning, having any relationship to, pertaining to, evidencing or constituting evidence of the subject matter of the request.

5. The terms “Document” and “Documents” include, without limitation, any written, recorded, graphic or printed matter, in whatever form, whether printed and/or produced by hand or any other process and specifically includes (1) all originals, all copies or drafts, and (2) originals, all copies or drafts on which appear any marks, notations, notes, or writings placed thereon after the document was first created, printed, typed or recorded, however produced or reproduced. The terms “Document” or “Documents” also specifically includes electronically stored information, including e-mails, writings, drawings, graphs, charts, photographs, sound recordings, images and other data or data compilations stored in any medium from which information can be obtained.

By way of example and without limitation, the terms “Document” or “Documents” include Power Point presentations and/or slides, Excel spreadsheets, letters, telegrams, memoranda, writings, circulars, monographs, bulletins, manuals, speeches, audio and videotapes, drawings, blueprints, recordings, books, accounts, journals, reports, agreements, telegrams, telexes, cables, indices, diagrams, projections, advertising literature, brochures, pamphlets, diaries, forecasts, photographs, recordings, graphs, notes, notebooks, charts, minutes, notes or

recordings of meetings, documents distributed at, generated for or as a result of meetings, lists of person attending meetings, records, notes, reports and/or summaries of interviews, conversations, telephone calls, conferences, investigations or negotiations, opinions or reports of consultants, appraisals, press releases, newspaper articles, mailing lists, contracts, drafts, calendars, day-timers, datebooks, messages, letters of credit, financial statements, invoices, statements of account, receipts, promissory notes, security agreements, deeds of trust, instruments purporting to grant or evidencing any security interest or line, loan agreements, credit and debit memoranda, cancelled checks and drafts (both front and back), check stubs, securities, ledgers, computer printouts, computer electronic messages e-mail messages, correspondence, communications of any nature, summaries of records of conversations or conferences, reports and data sheets, specifications, sketches, minutes or reports and/or summaries or interviews, reports and/or summaries of investigations, prior art searches and results thereof, including discussions or analysis thereof, opinions or reports of consultants or consulting engineers, letters to the trade, and any tangible things within the scope of Federal Rule of Civil Procedure 34(a)(1).

6. The term “Complaint” as used herein means the latter of the “Plaintiff’s Complaint” filed by Plaintiff on June 21, 2022 in this case, or, if a subsequently-filed amended complaint has been filed, the most recent version of any subsequent amended complaint filed by the Plaintiff in this case.

7. The term “LED” as used herein means a single light-emitting diode or a component comprising an array of light-emitting diodes, including, without limitation, components using multiple LED chips bonded to a single substrate such as “chip on board” LEDs.

8. The term “Accused Products” shall mean any devices, or categories of devices, identified in any (1) complaint (including amended complaints) or (2) infringement contentions (including supplemental infringement contentions). The term “Accused Products” (or “Accused Product” in the singular) shall also include all successor and predecessor devices. Plaintiff specifically does not include requests for discovery related to any of the Defendant’s products existing exclusively prior to six years before the filing of the Original Complaint in this action.

9. The term “the Patents-in-suit” refers to United States Patent Nos. 8290318; 8740397; 9678321; 9880342; 10269999; 10439088; 10439089; 10613306; 10627562; 10797191; 10838135; 10868205; 11276795 and any other patents identified in Plaintiff’s complaints (including amended complaints).

### **INSTRUCTIONS**

1. For purposes of interpreting or construing the scope of these interrogatories, the terms used shall be given their most expansive and inclusive interpretation. This includes, without limitation, the following:

- a. Construing the singular form of any word to include the plural and the plural form to include the singular;
- b. Construing the past tense of the verb to include the present tense and the present tense to include the past tense;
- c. Construing the masculine form to include the feminine form;
- d. Construing the term “Date” to mean the exact day, month and year if ascertainable; if not, the closest approximation that can be made by means of relationship to other events, locations or matters;



- f. The terms “Person” or “Persons” include natural persons, groups of natural persons acting in collegial capacity (e.g., a committee or council), corporations, partnerships, associations, joint ventures, and any other incorporated or unincorporated business, governmental, public, social or legal entity. A reference to any person or entity shall include, when applicable, its parent and subsidiary companies, divisions, groups, partners, general partners, limited partners, joint venturers, controlled persons, controlling persons, shareholders, officers, directors, employees, servants, agents, representatives, principals, privies or other persons acting on its behalf;
- g. Construing the term “Identify” or “Identity” to mean, with respect to a person, to set forth the person's name, employer, job title, home and business addresses, home and business telephone numbers, and a brief description of his or her relationship, if any, with the parties to this action, including dates of employment if the person is or was an employee of Defendants;
- h. Construing the term “Identify” or “Identity” to mean, with respect to a contact, meeting, communication or transaction, to set forth its date, location, nature, purpose, each person present, each person and/or entity involved, each person with knowledge of it and each document relating to it;
- i. Construing the term “Identify” or “Identity” to mean, with respect to an intellectual property license, to set forth a description of the technology

licensed; the time period of the license; whether the license is a cross license; whether the license was entered into as part of the settlement of litigation; the royalty rate; a description of the royalty base to which that rate is applied; the Bates number, if applicable, of each such license; the amount of license payments for each license already made and the basis for determining future license payments you anticipate being obligated to make; and all Documents reflecting, and all Persons with knowledge of, facts relevant to such licenses.

j. Construing the term “Identify” or “Identity” to mean (regardless of whether or not any claim of privilege is asserted), with respect to a document, to set forth the following information:

- (a) Its nature (e.g., letter, memorandum, report, etc.);
- (b) The date it bears or, if undated, the date it was written or created;
- (c) The identity of the person(s) who wrote or created it;
- (d) The identity of the person(s) who received it;
- (e) Its file number or other identifying mark or code;
- (f) Its general subject matter;
- (g) Its present or last known location; and
- (h) Its custodian.

2. Each interrogatory solicits all information available to Defendants or obtainable by Defendants from its employees, agents, attorneys or representatives.

3. To the extent that you may produce any documents in response to any interrogatory pursuant to Fed. R. Civ. P. 33(d), please specify the records from which the answer

may be derived or ascertained in sufficient detail to permit Plaintiff to locate and to identify the particular records from which the answer may be ascertained.

4. With respect to any document or information which you withhold, do not disclose, or exert a claim of privilege of non-disclosure, a statement shall be provided by your counsel which:

- a. states the nature of the claim of non-disclosure or privilege;
- b. states the names(s) of the author(s) of the document;
- c. states the name(s) of the person(s) to whom the document was addressed and any other person(s) to whom the document was sent;
- d. states the date of the document or, if no date appears, the date(s) on which it was prepared, sent or received;
- e. states the number of pages, attachments and appendices of the document;
- f. describes generally the nature and subject matter of the document; and
- g. states the name of the person(s) who has (have) custody of the documents.

5. Unless otherwise stated, the time frame for these interrogatories is from June 21, 2016, to the present. Interrogatories involving prior art, Your defenses, and the date of the hypothetical negotiation are not temporally limited.

6. These interrogatories shall be deemed to be continuing so as to require prompt, further and supplemental response if you discover additional documents or information that should have been included in response to these requests after the time of initial response.

7. Unless otherwise indicated, the use in these discovery requests of the name of any party, person or business organization shall specifically include all agents, employees,

shareholders, owners, officers, directors, joint ventures, representatives, attorneys and all other persons acting on behalf of the subject party, person or business organization.

8. In each instance where you deny knowledge or information sufficient to answer an interrogatory, please set forth the name and address of each person, if any, who is known by you to have such knowledge.

9. In each instance where you answer an interrogatory on information and belief, please set forth the basis for such information and belief.

10. Each answer should be preceded by a reiteration of the full Interrogatory to which it responds.

11. In each instance you choose to answer an interrogatory by referring to a specific document or record, please provide sufficient detail to permit the requesting party to readily locate and identify the document(s) from which the answer is to be ascertained.

## **INTERROGATORIES**

**INTERROGATORY NO. 1:** For each of the Accused Products, please state separately, on a monthly basis or the shortest interval for which records are kept, the total quantity sold, the costs, expenses on an itemized basis, gross profit margin, operating profit margin, incremental profit margin, and revenues attributable to sales of the Accused Products, and Identify Documents, if any, used to respond to this Interrogatory.

**INTERROGATORY NO. 2:** Disclose the manufacturer and manufacturer's part number for the display panels used in each of the Accused Products. If, and to the extent that you do not track or maintain the requested information regarding the display panels and it is otherwise unavailable to you for an Accused Product, you are requested to provide the supplier and supplier's part number for the parts or devices containing the display panels for which such information is tracked, maintained, or is otherwise available.

**INTERROGATORY NO. 3:** Please Identify and describe all intellectual property licenses, settlement agreements, covenants-not-to-sue, technology transfer agreements or any other agreements or contracts providing any rights to patents or technologies entered into by You, or of which You are aware, that are currently in effect or have been in effect at any time in the past fifteen years, that involve LED backlit (or sidelit) LCD display panels; quantum dot technology; or which Relate to the functions and features set forth in Plaintiff's infringement allegations or technology that You contend is comparable to a license that You and Plaintiff would have agreed to in a hypothetical negotiation in this case.

**INTERROGATORY NO. 4:** State in detail all facts that support or refute Your fourth and seventh affirmative defenses as pleaded in your answer filed September 6, 2022, as well as any new defenses pleaded in any amendments or supplements thereto.

**INTERROGATORY NO. 5:** For any claim of the Patents-in-Suit that You contend is invalid, please describe in detail all facts that support or refute Your contention, including an identification of all prior art reference(s) that You contend invalidate the patent and an explanation of how each claim element is found in the prior art reference(s).

**INTERROGATORY NO. 6:** Separately for each asserted claim of the Patents-in-Suit and each of the Accused Products, please identify and describe all facts (including the technical and financial details) Related to any acceptable non-infringing alternative(s) or design around(s) available to You, of which You are aware, which You are presently investigating, or which You may rely upon.

**INTERROGATORY NO. 7:** State in detail all facts that support or refute Your contention that You do not infringe, directly or indirectly, any asserted claim of the Patents-in-Suit, include an identification of the claim element(s) that You allege are not included in each Accused Product, and explain in detail why each such element is not satisfied (both literally and under the doctrine of equivalents) for each claim and each Accused Product.

**INTERROGATORY NO. 8:** For each of the Accused Products, please describe in detail all facts Relating to financial information Related to revenues and expenses that are attributable to what you contend is the “smallest saleable unit” and the apportionment of profits between the “smallest saleable units” and the other components of the Accused Products.

**INTERROGATORY NO. 9:** For each of the Accused Products, please state separately, the date when You first offered for sale, sold, or advertised each Accused Product to customers and/or the public, and, if You have stopped selling the Accused Product, the date when You last sold the Accused Product.

**INTERROGATORY NO. 10:** For each of the Accused Products, identify and explain all facts Related to any differences between each Accused Product that You contend is material to the asserted claims of the Patents-in-Suit, that You may rely upon to support any assertion or finding of non-infringement, or that You may rely upon to refute any infringement assertion by Plaintiff in this matter. Your answer should include the identification of any differences between the display panels used in each Accused Product that you contend is material to the Patents-in-Suit and any differences that You contend make it so that any one Accused Product is not representative of any other Accused Product.

**INTERROGATORY NO. 11:** For each of the Accused Products, identify all products that are or were ever offered for sale by You that contain the same display panels. If, and to the extent that You do not track or maintain the requested information regarding the display panels for an Accused Product, You are requested to identify the parts or devices containing the display panels for which such information is tracked, maintained, or is otherwise available.

**INTERROGATORY NO. 12:** State the full and complete factual and legal basis for any claim that Defendant's infringement of the Patent-in-suit was not willful and that Plaintiff is not entitled to enhanced damages, including, but not limited to, identifying any legal advice or legal opinion relied on or commissioned by Defendant.

DATED: March 22, 2023

Respectfully submitted,

**SVV TECHNOLOGY INNOVATIONS, INC.,**

By its attorneys,

Robert D. Katz

Robert D. Katz

Texas Bar No. 24057936

KATZ PLLC

6060 N. Central Expressway, Suite 560

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214,865,8000 (Telephone)

888.231.5775 (Facsimile)

rkatz@katzfirm.com

**CERTIFICATE OF SERVICE**

I hereby certify that on the date shown above a copy of the foregoing was served on all counsel of record via electronic mail.

/s/ Robert D. Katz

Robert D. Katz



# **EXHIBIT C**

Redacted in Entirety

# **EXHIBIT D**

**IN THE UNITED STATES DISTRICT COURT  
FOR THE WESTERN DISTRICT OF TEXAS  
WACO DIVISION**

**SVV TECHNOLOGY INNOVATIONS  
INC.**

*Plaintiff,*

**v.**

**ACER INC.**

*Defendant.*

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**Civil Action No. 6:22-cv-00639-ADA**

**Civil Action No. 6:22-cv-00640-ADA**

**Civil Action No. 6:22-cv-00641-ADA**

**JURY DEMANDED**

**PLAINTIFF’S RULE 30(b)(6) DEPOSITION NOTICE TO DEFENDANT**

In accordance with Federal Rule of Civil Procedure 30(b)(6), please take notice that SVV Technology Innovations Inc. (“SVVTI” or “Plaintiff”), by and through its counsel, will take the oral deposition of Defendant Acer Inc. (“Acer” or “Defendant”) commencing September 14, 2023, at 9:00 am CT, and continuing from day to day until completed at Katz PLLC, 6060 N. Central Expressway, Suite 500, Dallas, Texas 75206 or at a different time and/or place, if the parties have so agreed. The deposition will be conducted before an officer authorized to administer oaths. The deposition will be recorded stenographically, and/or through audio, and may be videotaped.

. Plaintiff will examine Defendant’s representative on the matters in the numbered paragraphs set forth below in Schedule A. In accordance with Federal Rule of Civil Procedure 30(b)(6), Defendant is to designate one or more persons to testify on Defendant’s behalf with respect to the matters described in Schedule A and set forth, for each individual designated, the matters on which the individual will testify, no later than five (5) business days before the depositions.

NOTICE IS FURTHER GIVEN that we reserve the right to conduct this deposition utilizing the secure web-based deposition option afforded by video conferencing (VTC) services or telephonically to provide remote/virtual access for those parties wishing to participate in the deposition via the internet and/or telephone. Also take notice that we reserve the right to record the deposition either by stenographic means by a court reporter certified to record depositions or a digital reporter utilizing state-of-the-art digital recording equipment. Both the court reporter and digital reporter are authorized to administer the oath and serve as the deposition officer. Take note that the deposition officer may also be remote and out of the presence of the deponent via one of the options above for the purposes of providing the oath/affirmation to the deponent and capturing the proceeding. We further reserve the right to utilize the following: (1) Record the deposition utilizing audio or video technology; (2) Instant visual display such that the reporter's writing of the proceeding will be available to all who are a party to this proceeding to request and receive it in realtime; (3) Exhibit Capture (picture-in-picture) technology in which any exhibit reviewed by the deponent during the deposition can be captured visually; and (4) To conduct this deposition utilizing a paperless exhibit display process called Exhibit Share or a similar paperless virtual display platform. The parties are advised that in lieu of a paper set of exhibits they may be provided and displayed digitally to the deposition officer, deponent, parties and counsel. The exhibits will be compiled by the deposition officer for the purposes of exhibit stamping, and ultimate production of the final certified transcript. Please contact the noticing attorney at least five (5) calendar days prior to the deposition to advise that it is your desire to appear via this remote participating means so that the necessary credentials, call-in numbers, firm name, email address, services, testing and information, if necessary, can be arranged and provided to you prior to the proceeding(s).

### **DEFINITIONS**

1. The terms “Acer”, “Defendant,” “You,” and/or “Your” means Acer Inc. and/or all of their past or present predecessors, successors, corporate parents, affiliated companies or corporations, divisions, departments, direct or indirect subsidiaries, officers, directors, employees, principals, agents, attorneys, servants, representatives, and all other persons acting, or purporting to act, on its behalf or over whom Defendant has control.

2. The term “SVVTI” means SVV Technology Innovations Inc., and/or all of its officers, directors, employees, principals, agents, attorneys, servants, representatives, and all other persons acting, or purporting to act, on its behalf or over whom SVV Technology Innovations Inc has control.

3. The terms “Communication” or “Communications” include any transfer or exchange between two or more persons of any information, whether by written, electronic, computer or oral means, including, but not limited to, conversations, meetings, telephone calls, correspondence, e-mails, internet communications, faxes, telegrams, telexes, text messages, voicemails, cables, and/or memoranda.

4. The terms “Relating,” “Relate,” “Concern,” or “Concerning” mean referring to, mentioning, having any relationship to, pertaining to, evidencing or constituting evidence of the subject matter of the request.

5. The terms “Document” and “Documents” include, without limitation, any written, recorded, graphic or printed matter, in whatever form, whether printed and/or produced by hand or any other process and specifically includes (1) all originals, all copies or drafts, and (2) originals, all copies or drafts on which appear any marks, notations, notes, or writings placed thereon after

the document was first created, printed, typed or recorded, however produced or reproduced. The terms “Document” or “Documents” also specifically includes electronically stored information, including e-mails, writings, drawings, graphs, charts, photographs, sound recordings, images and other data or data compilations stored in any medium from which information can be obtained.

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opinions or reports of consultants or consulting engineers, letters to the trade, and any tangible things within the scope of Federal Rule of Civil Procedure 34(a)(1).

6. The term “Complaint” as used herein means the latter of the “Plaintiff’s Complaint” filed by Plaintiff on June 21, 2022 in this case, or, if a subsequently-filed amended complaint has been filed, the most recent version of any subsequent amended complaint filed by the Plaintiff in this case.

7. The term “LED” as used herein means a single light-emitting diode or a component comprising an array of light-emitting diodes, including, without limitation, components using multiple LED chips bonded to a single substrate such as “chip on board” LEDs.

8. The term “Accused Products” shall mean any devices, or categories of devices, identified in any (1) complaint (including amended complaints) or (2) infringement contentions (including supplemental infringement contentions). The term “Accused Products” (or “Accused Product” in the singular) shall also include all successor and predecessor devices. Plaintiff specifically does not include requests for discovery related to any of the Defendant’s products existing exclusively prior to six years before the filing of the Original Complaint in this action.

9. The term “the Patents-in-suit” refers to United States Patent Nos. 8290318; 8740397; 9678321; 9880342; 10269999; 10439088; 10439089; 10613306; 10627562; 10797191; 10838135; 10868205; 11276795 and any other patents identified in Plaintiff’s complaints (including amended complaints).

### **INSTRUCTIONS**

1. For purposes of interpreting or construing the scope of these requests for production, the terms used shall be given their most expansive and inclusive interpretation. This includes, without limitation, the following:



- a. Construing the singular form of any word to include the plural and the plural form to include the singular;
- b. Construing the past tense of the verb to include the present tense and the present tense to include the past tense;
- c. Construing the masculine form to include the feminine form;
- d. Construing the term “Date” to mean the exact day, month and year if ascertainable; if not, the closest approximation that can be made by means of relationship to other events, locations or matters;
- f. The terms “Person” or “Persons” include natural persons, groups of natural persons acting in collegial capacity (e.g., a committee or council), corporations, partnerships, associations, joint ventures, and any other incorporated or unincorporated business, governmental, public, social or legal entity. A reference to any person or entity shall include, when applicable, its parent and subsidiary companies, divisions, groups, partners, general partners, limited partners, joint venturers, controlled persons, controlling persons, shareholders, officers, directors, employees, servants, agents, representatives, principals, privies or other persons acting on its behalf;

### **TOPICS**

1. For each of the Accused Products made, offered for sale, sold, or imported in the United States, for each quarter from six years prior to the filing of the original complaint through the present (or by year if the information is not available by quarter), the sales, fixed and variable costs and expenses associated with its manufacture and sale, including but not limited to, the identity, content, and interpretation of documents sufficient to show the same. If information is not available by individual product, then the request applies to

Defendant's unconsolidated product line profit and loss statements reflecting the financial performance of the Accused Products.

2. The sourcing and distribution of the Accused Products, and the dates on which Defendant first made, used, imported and/or sold the Accused Products.
3. The identity of the products and companies that compete with Defendant, the market which they are part of, and the market share of the competitors in the market.
4. The facts relating to the profitability, commercial success, and popularity of each Accused Product including without limitation:
  - a. total historical sales and profits;
  - b. financial projections including sales forecasts;
  - c. market share analyses and market assessments;
  - d. analyst reviews;
  - e. business plans;
  - f. the identification of any facts contributing to such profitability, commercial success, and popularity;
  - g. the manner in which you measure or analyze whether the Accused Product are successful; and
  - h. information concerning customer preferences and satisfaction including customer surveys, customer reviews and market surveys.
5. Discussions between Plaintiff and Defendant involving potential licensing.
6. Your corporate structure as it relates to oversight or control over the product lines involving the Accused products.

7. Information relating to the control of Acer America Corporation by its direct or indirect owner(s) and the authority for Acer America Corporation, to sell or import the Accused Products.
8. The extent to which Acer America Corporation has authority to act on behalf of Defendant, and vice versa.
9. The certifications of the Accused Products involving Underwriters Laboratories and the rules of the United States Federal Communications Commission.
10. The activities involving the preparation of the Accused Products for sale into the United States.
11. The warranty support for the Accused Products.
12. Regarding the Plaintiff's Patents-in-Suit, any information that would affect or would have affected, either positively or negatively, the reasonable royalty that would have been negotiated by Defendant for its use.
13. The identity, content, and interpretation of: (a) any patent license produced or identified by Defendant in this case, (b) any patent license agreements executed within the past ten years to which you are a party, (c) any patent license that pertains to LED backlit (or sidelit) LCD display panels; quantum dot technology, (d) any patent license that pertains to any aspect of the Accused Products of which you are aware, and (f) any patent license pools that the Defendant has invested in directly or indirectly.
14. Your policies and procedures regarding entering into patent licenses.
15. The procedures and policies that You follow in order to avoid patent infringement.
16. The facts and circumstances surrounding the negotiation and signing of any patent licenses, including without limitation the persons involved in the negotiation, the persons involved

in the ultimate decision to execute the license, the persons involved in the execution of the license, the terms, nature and scope of the licenses, whether the licenses contemplate lump sum payments or running royalties, the stated or implied royalty rate, the duration of the licenses and whether the licenses are restricted in any way, whether Defendant assumed or admitted that infringed the patent, whether the Defendant assumed or admitted that the patent was valid, whether Defendant agreed or refused to mark its products with the patent numbers, and the identity and location of documents sufficient to show the foregoing.

17. The actual or anticipated cost of designing around the Patents-in-Suit including without limitation, the identification of the modifications Defendant would make to its products to design around the Patents-in-Suit; the costs of developing such modifications; the time required to develop such modifications; the amount of man-hours necessary to design around the Patents-in-Suit, whether the modifications would have any potential backward compatibility issues and, if so, how they would be addressed; whether the modifications had or would have any impact (however measured ) on the performance of the products and if so, disclose each impact, the costs that such modifications would add to any product that included the modifications, the cost of equipment, materials, manpower and facilities needed to design around, any loss of sales or loss of market share from such a design around, and the commercial acceptability of such a design around in the marketplace.
18. All efforts made by Defendant to design around or otherwise avoid infringing the Patents-in-Suit, including discussions involving your suppliers regarding the avoidance of infringement.

19. All facts relating to the identification, availability, acceptability, and cost of any non-infringing alternatives to the apparatuses claimed in the Patents-in-suit, including without limitation.

a. Your use and consideration of implementing any such alternatives, including discussions involving your suppliers or potential suppliers;

b. the specific alterations you would make to each Accused Product to effectuate such alternative(s);

c. the specific claim limitations of the Patents-in-Suit that would be infringed without the alternatives;

d. the costs associated with developing and implementing each alternative; and

e. the steps and time required to develop and implement each alternative.

20. Your knowledge of the Patents-in-Suit, including but not limited to: (i) how and when such awareness came about, (ii) any analysis performed by You or for You to determine whether You infringe the Patents-in-Suit, whether the Patents-in-Suit are valid or enforceable, and/or whether You should seek to obtain a license to the Patents-In-Suit, (iii) when any such analysis was performed, and (iv) who were the persons involved therein, and the foundation of documents that discuss, refer to, or evince the same.

21. The factual basis for Your contention that You have not willfully or deliberately infringed the Patents-in-Suit, including (without limitation):

a. any and all efforts by You, upon becoming aware of the Patents-in-Suit, to investigate the scope of the Patents-in-Suit and to form a good-faith belief that the Patents-in-Suit were invalid, not infringed by You, or unenforceable;

b. the identity of any persons, agencies, or business entities that formed, or were involved in forming, the good-faith belief that the Patents-in-Suit was invalid, not infringed by You, or unenforceable;

c. the time period in which the good-faith belief that the Patents-in-Suit were invalid, not infringed by You, or unenforceable was formed;

d. the manner in which the good-faith belief that the Patents-in-Suit were invalid, not infringed by You, or unenforceable was formed;

e. whether Defendant has a freedom to operate opinion from a patent attorney concerning the Accused Products and whether Defendant has a regular practice of obtaining a freedom to operate opinion from a patent attorney concerning its products; and

f. whether Defendant searched for patents owned by others that might be relevant to the Accused Products and whether Defendant has a regular practice of searching for patents owned by others that might be relevant to its products; and

g. the foundation of documents that discuss, refer to, or evince the same.

22. All facts relating to financial information related to revenues and expenses that are attributable to the “smallest saleable units” and the apportionment of profits between the “smallest saleable units” and the other components of the Accused Products.

23. Your answers, objections, or responses to Plaintiff’s discovery requests.

The identification, existence, interpretation, foundation, and production of documents and things relating to the above topics.

DATED: September 1, 2023

Respectfully submitted,

**SVV TECHNOLOGY INNOVATIONS, INC.,**

By its attorneys,

*Robert D. Katz*

Robert D. Katz

Texas Bar No. 24057936

KATZ PLLC

6060 N. Central Expressway, Suite 560

Dallas, TX 75206

214,865,8000 (Telephone)

888.231.5775 (Facsimile)

rkatz@katzfirm.com

**CERTIFICATE OF SERVICE**

I hereby certify that on the date shown above a copy of the foregoing was served on all counsel of record via electronic mail.

*/s/ Robert D. Katz*

Robert D. Katz

# EXHIBIT E





COURT REPORTING

LEGAL VIDEOGRAPHY

VIDEOCONFERENCING

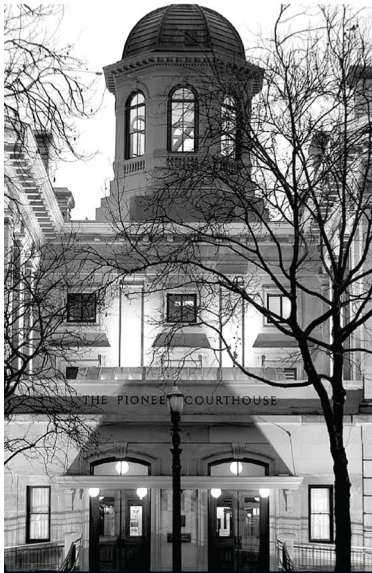
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IN THE UNITED STATES DISTRICT COURT  
FOR THE WESTERN DISTRICT OF TEXAS  
WACO DIVISION

SVV TECHNOLOGY INNOVATIONS  
INC.

Plaintiff,

Civil Action No. 6:22-cv-00639-ADA  
v. Civil Action No. 6:22-cv-00640-ADA  
Civil Action No. 6:22-cv-00641-ADA  
ACER INC.

Defendant.

REMOTE STREAMING DEPOSITION OF

MARC HO

TAKEN ON  
THURSDAY, OCTOBER 5, 2023  
8:06 P.M.

NEW TAIPEI CITY, TAIWAN

2	4
1 REMOTE APPEARANCES	1 EXHIBITS
2	2 Exhibit Page
3 Appearing on behalf of the Plaintiff:	3
4 ROBERT D. KATZ, ESQUIRE	4 1 DEPOSITION NOTICE 13
5 Katz, PLLC	5
6 6060 North Central Expressway, Suite 560	6 2 OBJECTIONS AND SECOND SUPPLEMENTAL 16
7 Dallas, Texas 75206	7 RESPONSES
8 (214) 865-8000	8
9 (888) 231-5775 (Fax)	9 3 MEDIA DISK 17
10 rkatz@katzfirm.com	10
11	11 4 MEDIA DISK 28
12 Appearing on behalf of the Defendant:	12
13 JERRY CHEN, ESQUIRE	13 5 MEDIA DISK 29
14 TechKnowledge Law Group, LLP	14
15 20660 Stevens Creek Boulevard, Suite 381	15 6 MEDIA DISK 61
16 Cupertino, California 95014	16
17 (650) 517-5200	17
18 (650) 562-8054 (Fax)	18
19 jchen@tklg-llp.com	19
20	20
21 ALSO PRESENT:	21
22 Penny Chen, Chinese Interpreter	22
23 Tim Garrett, Videoconference Technician	23
24	24
25	25
3	5
1 INDEX OF EXAMINATION	1 REMOTE STREAMING DEPOSITION OF
2 Page	2 MARC HO
3	3 TAKEN ON
4 EXAMINATION BY MR. KATZ 6	4 THURSDAY, OCTOBER 5, 2023
5	5 8:06 P.M.
6 EXAMINATION BY MR. CHEN 64	6
7	7 THE REPORTER: We are on the record at
8	8 8:06 p.m.
9	9 MR. KATZ: Good morning. Would you please
10	10 introduce yourself?
11	11 THE REPORTER: I actually need to swear in
12	12 Ms. Chen --
13	13 MR. KATZ: Oh, sorry.
14	14 THE REPORTER: -- first.
15	15 MR. KATZ: I was jumping the gun.
16	16 THE REPORTER: Ms. Chen, would you please
17	17 raise your right hand for me? Thank you.
18	18 THE INTERPRETER: Yes.
19	19 THE REPORTER: Do you affirm that you will
20	20 interpret today's testimony to the best of your
21	21 ability?
22	22 THE INTERPRETER: Yes, I do.
23	23 THE REPORTER: Thank you.
24	24 THE INTERPRETER: Thank you.
25	25 THE REPORTER: Thank you. Mr. Ho?

<p style="text-align: right;">54</p> <p>1 A. The warranty support would be -- the</p> <p>2 warranty support was or is provided by Acer's</p> <p>3 subsidiary companies locally for their clients.</p> <p>4 Q. So is it fair to say that it's just</p> <p>5 handled by a different one of Acer, Inc.'s</p> <p>6 subsidiaries?</p> <p>7 MR. CHEN: Objection to form.</p> <p>8 THE INTERPRETER: To my knowledge, Acer</p> <p>9 America handles the warranty support by itself, but</p> <p>10 it's just my personal knowledge. If you have any</p> <p>11 specific questions, I recommend you ask Acer America</p> <p>12 directly.</p> <p>13 BY MR. KATZ:</p> <p>14 Q. Has Acer, Inc., identified any non-</p> <p>15 infringing alternatives to the apparatuses that are</p> <p>16 claimed in the Patents-in-suit in this case?</p> <p>17 MR. CHEN: Objection to form.</p> <p>18 THE INTERPRETER: Okay. The interpreter</p> <p>19 will re-render the translation per Mr. Ho's request.</p> <p>20 Counsel Robert, this is the interpreter. Could you</p> <p>21 please ask your question again to -- to make sure</p> <p>22 the interpretation would be accurate?</p> <p>23 BY MR. KATZ:</p> <p>24 Q. Has Acer, Inc., identified any non-</p> <p>25 infringing alternatives to the apparatuses claimed</p>	<p style="text-align: right;">56</p> <p>1 THE INTERPRETER: You -- you are muted.</p> <p>2 MR. KATZ: Thank you.</p> <p>3 BY MR. KATZ:</p> <p>4 Q. As you sit here today, can you describe</p> <p>5 any non-infringing alternative that Acer has</p> <p>6 attempted or investigated?</p> <p>7 A. To my knowledge, or based upon my</p> <p>8 understanding, this question is not within the scope</p> <p>9 of my testimony. So I don't think I participated in</p> <p>10 our internal discussion regarding the infringement</p> <p>11 topics.</p> <p>12 Q. Mr. Ho, I'm sharing my screen with you.</p> <p>13 Going back to Exhibit 1 and Topic 19, I understand</p> <p>14 that you've been designated on behalf of Acer, Inc.,</p> <p>15 for Topic 19. It reads, "All facts relating to the</p> <p>16 identification, availability, acceptability, and</p> <p>17 cost of any non-infringing alternatives to the</p> <p>18 apparatuses claimed in the Patents-in-suit,</p> <p>19 including, without limitation," and then it goes on</p> <p>20 to list five parts.</p> <p>21 Are you prepared to testify on behalf of</p> <p>22 Acer, Inc., as to Topic 19 today?</p> <p>23 MR. CHEN: Objection to form. I'd also</p> <p>24 like to clarify that the witness was designated for</p> <p>25 this topic subject to Acer's objections which</p>
<p style="text-align: right;">55</p> <p>1 in the Patents-in-suit in this case?</p> <p>2 MR. CHEN: Objection to form.</p> <p>3 THE INTERPRETER: Apparatus. What's that</p> <p>4 word? Sorry, Counsel.</p> <p>5 MR. KATZ: Oh, to -- to the --</p> <p>6 THE INTERPRETER: Oh, I -- I know -- I</p> <p>7 know what you mean, equipment --</p> <p>8 MR. KATZ: Equipment.</p> <p>9 THE INTERPRETER: Devices.</p> <p>10 MR. KATZ: Okay. Yeah.</p> <p>11 THE INTERPRETER: Okay. Okay. Actually,</p> <p>12 the interpretation would be the same.</p> <p>13 MR. KATZ: Okay.</p> <p>14 THE INTERPRETER: The interpreter would</p> <p>15 render the translation again. Okay. Counsel</p> <p>16 Robert, I think the -- the issue is the translation</p> <p>17 of identify. Could you please use another word?</p> <p>18 Identify.</p> <p>19 MR. KATZ: Found.</p> <p>20 THE DEPONENT: To my knowledge, we haven't</p> <p>21 determined if our products infringed the -- the</p> <p>22 accused patents or not, and also to my knowledge, we</p> <p>23 are still communicating with the opposing party to</p> <p>24 figure out whether our products have the</p> <p>25 infringement or not.</p>	<p style="text-align: right;">57</p> <p>1 include the fact that the topic calls for legal</p> <p>2 conclusions and also calls for expert testimony.</p> <p>3 The witness here is only designated to testify with</p> <p>4 respect to facts regarding Acer products.</p> <p>5 I want to clarify that the accused</p> <p>6 products are only a subset of Acer products.</p> <p>7 Presumably, the other Acer monitor products that are</p> <p>8 not accused are, presumably, not infringing, and the</p> <p>9 witness is presented to testify about those other</p> <p>10 non-infringing products based on the accusations of</p> <p>11 the plaintiff.</p> <p>12 So the witness is here to testify,</p> <p>13 factually, about those other products, but the</p> <p>14 plaintiff is going to have to identify those other</p> <p>15 products outside of what was accused in this case.</p> <p>16 THE DEPONENT: Understood.</p> <p>17 BY MR. KATZ:</p> <p>18 Q. And Mr. Ho what is the answer to my</p> <p>19 question?</p> <p>20 A. As I mentioned earlier, my -- our products</p> <p>21 did not do any modification or readjustment as a</p> <p>22 result of this suit.</p> <p>23 Q. Okay. And are you able to describe any</p> <p>24 facts relating to any non-infringing alternatives</p> <p>25 that Acer, Inc., has attempted with respect to the</p>

<p style="text-align: right;">58</p> <p>1 Patents-in-suit in this case?</p> <p>2 MR. CHEN: Objection to form, the same as</p> <p>3 -- objection as before.</p> <p>4 THE DEPONENT: As to the products accused</p> <p>5 by the opposing party, we did not do any</p> <p>6 modification.</p> <p>7 BY MR. KATZ:</p> <p>8 Q. And one additional question on that, are</p> <p>9 you able to describe or identify any facts involving</p> <p>10 any investigation that Acer, Inc., considered</p> <p>11 involving non-infringing alternatives relating to</p> <p>12 the Patents-in-suit in this case?</p> <p>13 MR. CHEN: Objection to form. Objection</p> <p>14 to the extent that it calls for attorney-client</p> <p>15 privileged communications or work product. I'd also</p> <p>16 like to object that the witness was presented for</p> <p>17 this topic subject to Acer's objections which</p> <p>18 include any objections that the topic may call for</p> <p>19 legal conclusions or expert opinion testimony.</p> <p>20 The witness was presented to testify</p> <p>21 regarding Acer products, which included both accused</p> <p>22 products as well as non-accused products, which are</p> <p>23 presumably non-infringing alternatives to the</p> <p>24 accused products. So the examining attorney can ask</p> <p>25 questions about non-accused products and the witness</p>	<p style="text-align: right;">60</p> <p>1 MR. CHEN: Same objection as before,</p> <p>2 objection to form.</p> <p>3 THE INTERPRETER: Mr. Ho interpreted the</p> <p>4 question and asked me if the interpreter agrees with</p> <p>5 his interpretation or not. The interpreter does not</p> <p>6 agree with Mr. Ho's interpretation. Shall the</p> <p>7 interpreter try to explain the question to Mr. Ho in</p> <p>8 Chinese?</p> <p>9 MR. KATZ: Go ahead.</p> <p>10 THE INTERPRETER: Thank you.</p> <p>11 THE DEPONENT: We did not conduct any such</p> <p>12 investigations.</p> <p>13 BY MR. KATZ:</p> <p>14 Q. Mr. Ho, there's just two other things I</p> <p>15 need to ask you about and then I think we can wrap</p> <p>16 this up.</p> <p>17 A. Okay.</p> <p>18 Q. Yeah. I'm going back to Exhibit 2 and I'm</p> <p>19 just going to ask you about Interrogatory number 8,</p> <p>20 and Interrogatory number 8 just asks about -- I'll</p> <p>21 just go ahead and read it. "For each of the accused</p> <p>22 products, please describe, in detail, all facts</p> <p>23 relating to financial information relating --</p> <p>24 related to revenues and expenses that are</p> <p>25 attributable to what you contend is the smallest</p>
<p style="text-align: right;">59</p> <p>1 is prepared to testify about those, as well, to the</p> <p>2 best of his knowledge.</p> <p>3 MR. KATZ: If you're finished coaching the</p> <p>4 witness, maybe the witness could answer now.</p> <p>5 THE INTERPRETER: So this is from Mr. Ho.</p> <p>6 THE DEPONENT: My understanding of the</p> <p>7 counsel's question, through I, myself, listening to</p> <p>8 his question, is kind of different from the</p> <p>9 interpreter's translation.</p> <p>10 THE INTERPRETER: So the -- Mr. Ho</p> <p>11 requests -- requested the interpreter to re-render</p> <p>12 the translation, and because of this may the</p> <p>13 interpreter ask Counsel Robert to ask your question</p> <p>14 again?</p> <p>15 MR. KATZ: Madam Court Reporter, please</p> <p>16 read my question back.</p> <p>17 THE REPORTER: Stand by.</p> <p>18 THE INTERPRETER: Michelle, can you read</p> <p>19 it instead of playing it? Because based upon the</p> <p>20 previous experience, when you replay it, I cannot</p> <p>21 hear it clearly.</p> <p>22 THE REPORTER: Okay. Give me just one</p> <p>23 second. I have to go back and find the question.</p> <p>24 THE INTERPRETER: Thank you.</p> <p>25 (WHEREUPON, the record was read back.)</p>	<p style="text-align: right;">61</p> <p>1 salable unit and the apportionment of products</p> <p>2 between the smallest salable units and the other</p> <p>3 components of the accused products."</p> <p>4 The -- the interrogatory was responded to</p> <p>5 by referencing a document, and this document is for</p> <p>6 Acer Product 22CV1Q BI. So I'm now going to show</p> <p>7 you this Bates number Acer 00019833. If the</p> <p>8 interpreter wants to read that, and I'll go ahead</p> <p>9 and pull up the exhibit.</p> <p>10 THE INTERPRETER: Counsel, I think I just</p> <p>11 need the AC -- the product number 22CV12, I missed</p> <p>12 that part, but it you are going to pull up the</p> <p>13 document, that would be better.</p> <p>14 BY MR. KATZ:</p> <p>15 Q. So I'm now sharing my screen. This is</p> <p>16 Exhibit 6, Bates number Acer 00019833.</p> <p>17 (WHEREUPON, Exhibit 6 was marked for</p> <p>18 identification.)</p> <p>19 BY MR. KATZ:</p> <p>20 Q. So the -- the question is based on Exhibit</p> <p>21 6. How do I use Exhibit 6 to identify the smallest</p> <p>22 salable patent practicing unit?</p> <p>23 MR. CHEN: Objection to form. Objection</p> <p>24 to the extent the question calls for legal</p> <p>25 conclusions or expert opinion testimony.</p>

<p style="text-align: right;">62</p> <p>1 THE DEPONENT: So shall I answer the</p> <p>2 question?</p> <p>3 BY MR. KATZ:</p> <p>4 Q. Yes, please.</p> <p>5 A. First of all, this document is what we use</p> <p>6 for service maintenance. It is the spreadsheet</p> <p>7 listing the materials for product service or</p> <p>8 maintenance. So this spreadsheet does not</p> <p>9 correspond to the parts for product production.</p> <p>10 Q. So in other words, Exhibit 6 is just the</p> <p>11 replacement parts for purposes of repair; is that</p> <p>12 correct?</p> <p>13 A. Yes. So there is a percentage of these</p> <p>14 replacement parts which are not necessarily the same</p> <p>15 as those parts used for producing the products.</p> <p>16 Q. Okay. So a different question then. Do</p> <p>17 you have an opinion as to -- or do you -- do you</p> <p>18 understand any underlying facts with respect to the</p> <p>19 smallest salable patent practicing unit for a 22CV1Q</p> <p>20 monitor?</p> <p>21 MR. CHEN: Objection to form. Objection</p> <p>22 to the extent calls for legal conclusions or calls</p> <p>23 for expert opinion testimony. The witness is</p> <p>24 presented as a fact witness and is here to testify</p> <p>25 regarding facts about the Acer products.</p>	<p style="text-align: right;">64</p> <p>1 (WHEREUPON, a recess was taken.)</p> <p>2 THE REPORTER: We are on the record at</p> <p>3 12:04 a.m.</p> <p>4 EXAMINATION</p> <p>5 BY MR. CHEN:</p> <p>6 Q. Mr. Ho, this is Jerry, counsel for Acer, I</p> <p>7 just have one question for you. Previously, counsel</p> <p>8 for SVV asked you regarding non-infringing</p> <p>9 alternatives. Do you know whether Acer has done any</p> <p>10 investigation regarding non-infringing alternatives?</p> <p>11 A. No.</p> <p>12 Q. Let me repeat my -- can I get the question</p> <p>13 and answer read back to me?</p> <p>14 THE REPORTER: Stand by.</p> <p>15 (WHEREUPON, the record was played back.)</p> <p>16 BY MR. CHEN:</p> <p>17 Q. Let me re-ask the question, Mr. Ho, do you</p> <p>18 know whether Acer has done any investigation into</p> <p>19 non-infringing alternatives?</p> <p>20 A. No. No.</p> <p>21 MR. CHEN: Okay. I have no further</p> <p>22 questions.</p> <p>23 MR. KATZ: No further questions from the</p> <p>24 plaintiff. So having said that, plaintiff would</p> <p>25 want to keep it -- keep the deposition open to</p>
<p style="text-align: right;">63</p> <p>1 THE INTERPRETER: At Mr. Ho's request, the</p> <p>2 interpreter is going to repeat the interpretation.</p> <p>3 THE DEPONENT: Based upon my</p> <p>4 understanding, the parts which was accused by the</p> <p>5 opposing party for alleged infringement, I'm not</p> <p>6 sure about the name of the part. However, Acer,</p> <p>7 Inc., does not have so in-depth knowledge about the</p> <p>8 part. We may know that in certain panels there</p> <p>9 could be such component, but we would not have very</p> <p>10 in-depth knowledge about the part.</p> <p>11 BY MR. KATZ:</p> <p>12 Q. Mr. Ho, which of the components on Exhibit</p> <p>13 6 would relate to back-lighting for an LCD display</p> <p>14 panel?</p> <p>15 A. Based upon my understanding, the</p> <p>16 information should be listed in Row 23 and Row 24.</p> <p>17 Q. Mr. Ho, do you plan to attend trial?</p> <p>18 MR. CHEN: Objection to form. Objection,</p> <p>19 calls for attorney-client privilege. The witness</p> <p>20 does not have to answer this question.</p> <p>21 MR. KATZ: I'll pass the witness.</p> <p>22 MR. CHEN: Let me go -- let's go off the</p> <p>23 record and take a break for a quick second.</p> <p>24 THE REPORTER: We are off the record at</p> <p>25 11:59 p.m.</p>	<p style="text-align: right;">65</p> <p>1 resolve a couple of disputes that came up. So Mr.</p> <p>2 Ho, we're going to keep the deposition open based on</p> <p>3 conversation I've had with your counsel.</p> <p>4 It doesn't mean that I don't appreciate</p> <p>5 the time you've spent with us here today. Thank</p> <p>6 you. Have a good day.</p> <p>7 THE DEPONENT: Thank you, too.</p> <p>8 MR. CHEN: All right. Thanks, everybody.</p> <p>9 MR. KATZ: Thank you.</p> <p>10 THE REPORTER: Did we want to order?</p> <p>11 THE INTERPRETER: Thank you.</p> <p>12 MR. KATZ: Let's see. I might need a --</p> <p>13 can I get your e-mail address so I can let you know</p> <p>14 tomorrow whether I need a rough on it?</p> <p>15 THE REPORTER: Of course. Would you like</p> <p>16 me to put it in the chat or just call it out?</p> <p>17 MR. KATZ: Just put it in the chat or you</p> <p>18 -- you know, go ahead and call it out. I'll write</p> <p>19 it down.</p> <p>20 THE REPORTER: It's Michelle, M-I-C-H-E-L-</p> <p>21 L-E at Naegeli, N-A-E-G-E-L-I USA.com.</p> <p>22 MR. KATZ: All right. Thank you so much,</p> <p>23 Michelle.</p> <p>24 THE REPORTER: And Mr. Chen, did you want</p> <p>25 to order?</p>

<p style="text-align: right;">66</p> <p>1 MR. CHEN: I will contact you and let you</p> <p>2 know what the order will be.</p> <p>3 MR. KATZ: All right. You-all have a good</p> <p>4 day.</p> <p>5 THE REPORTER: Thank you.</p> <p>6 MR. KATZ: Thanks a lot, everybody.</p> <p>7 THE REPORTER: Have a good day.</p> <p>8 THE INTERPRETER: Thank you, Michelle.</p> <p>9 THE REPORTER: We are off the record at</p> <p>10 12:10 a.m.</p> <p>11 (WHEREUPON, the deposition of MARC HO was</p> <p>12 adjourned at 12:10 a.m.)</p> <p>13</p> <p>14</p> <p>15</p> <p>16</p> <p>17</p> <p>18</p> <p>19</p> <p>20</p> <p>21</p> <p>22</p> <p>23</p> <p>24</p> <p>25</p>	<p style="text-align: right;">68</p> <p>1 CORRECTION SHEET</p> <p>2 Deposition of: Marc Ho Date: 10/05/23</p> <p>3 Regarding: SVV Technology Innovations vs. Acer Inc.</p> <p>4 Reporter: Byrd/Baker</p> <p>5 _____</p> <p>6 Please make all corrections, changes or clarifications</p> <p>7 to your testimony on this sheet, showing page and line</p> <p>8 number. If there are no changes, write "none" across</p> <p>9 the page. Sign this sheet on the line provided.</p> <p>10 Page Line Reason for Change</p> <p>11 _____</p> <p>12 _____</p> <p>13 _____</p> <p>14 _____</p> <p>15 _____</p> <p>16 _____</p> <p>17 _____</p> <p>18 _____</p> <p>19 _____</p> <p>20 _____</p> <p>21 _____</p> <p>22 _____</p> <p>23 _____</p> <p>24 Signature _____</p> <p>25 Marc Ho</p>
<p style="text-align: right;">67</p> <p>1 CERTIFICATE</p> <p>2</p> <p>3 I, Michelle Byrd, do hereby certify that I reported</p> <p>4 all proceedings adduced in the foregoing matter and that</p> <p>5 the foregoing transcript pages constitutes a full, true</p> <p>6 and accurate record of said proceedings to the best of my</p> <p>7 ability.</p> <p>8</p> <p>9 I further certify that I am neither related to</p> <p>10 counsel or any party to the proceedings nor have any</p> <p>11 interest in the outcome of the proceedings.</p> <p>12</p> <p>13 IN WITNESS HEREOF, I have hereunto set my hand this</p> <p>14 11th day of October, 2023.</p> <p>15</p> <p>16</p> <p>17</p> <p>18</p> <p>19 /S/ Michelle Byrd</p> <p>20</p> <p>21</p> <p>22</p> <p>23</p> <p>24</p> <p>25</p>	<p style="text-align: right;">69</p> <p>1 DECLARATION</p> <p>2 Deposition of: Marc Ho Date: 10/05/23</p> <p>3 Regarding: SVV Technology Innovations vs. Acer Inc.</p> <p>4 Reporter: Byrd/Baker</p> <p>5 _____</p> <p>6</p> <p>7 I declare under penalty of perjury the following to</p> <p>8 be true:</p> <p>9</p> <p>10 I have read my deposition and the same is true and</p> <p>11 accurate save and except for any corrections as made</p> <p>12 by me on the Correction Page herein.</p> <p>13</p> <p>14 Signed at _____,</p> <p>15 on the _____ day of _____, 2023.</p> <p>16</p> <p>17</p> <p>18</p> <p>19</p> <p>20</p> <p>21</p> <p>22</p> <p>23</p> <p>24 Signature _____</p> <p>25 Marc Ho</p>

# **EXHIBIT F**

Redacted in Entirety



# **EXHIBIT G**

**EXHIBIT A****Disputed Terms**

<b>Claim Term</b>	<b>Plaintiff's Proposed Construction</b>	<b>Defendants' Proposed Construction</b>	<b>Court's Construction</b>
<p>light harvesting device/element/layer [ '318 (claim 14); '397 (claim 12, 13); '306 (claims 13, 14, 40, 41)] [Proposed by Defendants]</p> <p>Whether '318 Patent claim [1]<sup>1</sup> preamble is limiting [Proposed by Plaintiff]</p>	<p>Plain and ordinary meaning</p> <p>If the Court determines that a construction is required, Plaintiff proposes "[layer for] collecting light for the purpose of converting it to a useful type of energy"</p> <p>'318 Patent claim 1 preamble is not limiting</p>	<p>"device/element/layer for collecting light to change it to non-light form"</p>	
<p>"light converting" / "convert . . . light" / "converting light" [ '191 (claims 1, 5, 7, 8, 17, 18); '306 (claims 13-15, 26, 40, 41); '999 (claims 1, 3, '205 (claims 1, 20); '795 (claims 1, 16); '135 (claim 10)] [Proposed by Defendants]</p> <p>Whether '999 Patent (claims 1, 3, 5, 6, 7, 10, 11), '088 Patent (claims 1, 3, 7, 8, 10-12, 18-19, 21-22,</p>	<p>Plain and ordinary meaning</p> <p>Preambles not limiting</p>	<p>"changing light to non-light form"</p>	

<sup>1</sup> Brackets surrounding a claim means the term is referenced in this independent claim, however the independent claim is not asserted, but an asserted dependent claim depends from the claim.

Claim Term	Plaintiff's Proposed Construction	Defendants' Proposed Construction	Court's Construction
24-26), '089 Patent (claims 1, 2, 4-5, 7-10, 12-14, 16-20), '205 Patent (claims [1], 2-5, 11-20), and '795 Patent (claims 1, 9-12, 15-17, 20) preambles are limiting [Proposed by Plaintiff]			
“absorb . . . light” / “absorbing . . . light” ['321 (claim 5); '191 (claims 1, 3, 5, 8, 17); '306 (claims 13, 14, 15, 26, 40, 41); '999 (claim 1); '088 (claims 1, 12, 25, 26); '089 (claims 1, 13, 14, 20); '205 (claims 1, 3, 16, 19, 20); '795 (claim 1, 16, 17)] [Proposed by Defendants]	Plain and ordinary meaning	“to extinguish light”	
“light absorbing layer/material/areas” ['321 (claim 5); '089 (claim 20); '306 (claim 15); '191 (claim 1, 3, 18)] “optically absorptive layer” ['321 (claims [1], 5); '088 (claim 24)] [Proposed by Defendants]	Plain and ordinary meaning	“layer/film/element that extinguishes light”	

<b>Claim Term</b>	<b>Plaintiff's Proposed Construction</b>	<b>Defendants' Proposed Construction</b>	<b>Court's Construction</b>
<p>“photoabsorptive [film] layer”</p> <p>[’306 (claims 13, 26, 40); ’795 (claims 1, 10, 16)]</p> <p>[Proposed by Defendants]</p>	<p>Plain and ordinary meaning.</p> <p>If the Court determines that a construction is required, “light absorbing layer”</p>		
<p>“photoresponsive layer” / “photoresponsive element”</p> <p>[’999 (claims 1, 3, 5, 7); ’088 (claims 1, 7, 10, 21, 22, 24-26); ’089 (claims 1, 12, 14, 17, 19); ’205 (claims [1], 4, 11-15, 19-20); ’135 (claim 9)]</p> <p>[Proposed by Defendants]</p>	<p>Plain and ordinary meaning; if the Court determines that a construction is required, Plaintiff proposes “a layer that responds to light”</p>	<p>“layer that changes light to electricity”</p>	
<p>“light input surface”</p> <p>[’318 (claim [1]); ’999 (claim 1); ’306 (claims 13, 40); ’191 (claim 17)]</p> <p>[Proposed by Defendants]</p>	<p>Plain and ordinary meaning; no construction required</p>	<p>“surface that faces and receives light from the light source”</p>	
<p>“aperture”</p> <p>[’318 (claim [1]); ’321 (claim 17); ’342 (claim 1); ’089 (claim 16); ’306 (claims 1, 20, 24, 27)]</p> <p>[Proposed by Plaintiff]</p>	<p>“a light collecting area, often a hole or opening, or the diameter thereof”</p> <p>NOTE: “a light collecting area” can also be a surface of a cylindrical lens or a light-deflecting microstructure</p>	<p>Plain and ordinary meaning</p>	
<p>“aspherical”</p> <p>’089 (claim 16)</p>	<p>“a shape that is not a portion of a sphere”</p>	<p>Plain and ordinary meaning</p>	

Claim Term	Plaintiff's Proposed Construction	Defendants' Proposed Construction	Court's Construction
[Proposed by Plaintiff]		To the extent a construction is required, the term shall have its plain and ordinary meaning, which is “defining a characteristic that focuses the incident rays onto a single point”	
“cavity” / “cavities” '318 (claim 3); '306 (claims 1, 2, 30); '135 (claim 6); '191 (claims 1, 8, 10, 16); '795 (claims 9, 15, 20) [Proposed by Defendants]	Plain and ordinary meaning. No construction required.	“a feature formed of empty space entirely below the surrounding surface”	
“discrete protrusion” '306 (claims 20, 21, 23, 24) [Proposed by Defendants]	Plain and ordinary meaning. No construction required.	“a feature entirely above the surrounding surface”	
“prevailing plane” '318 (claim [1]); '397 (claim 14) [Proposed by Plaintiff]	“the primary or predominant plane”	Plain and ordinary meaning	
“corrugated” [ '562 (claim 10); '397 (claims [1], 12, 14, 19)] [Proposed by Plaintiff and Defendants]	“shaped into alternating ridges and grooves”	“to shape or contract into parallel grooves and ridges”	
“providing first semiconductor	“providing <del>first</del> <u>second</u> semiconductor	Indefinite	

Claim Term	Plaintiff's Proposed Construction	Defendants' Proposed Construction	Court's Construction
quantum dots having a second band gap" ['089 (claim 20)] [Proposed by Plaintiff]	quantum dots having a second band gap"  (Judicial correction)		
"substantially" ['342 (claim 1); '318 (claims [1]); '089 (claims 1, 14, 20); '135 (claim 1); '321 (claim 5); '205 (claims [1], 19, 20); '999 (claim 1); '088 (claims 1, 3, 25, 26); '795 (claims 1, 17)] [Proposed by Defendants]	Plain and ordinary meaning. No construction required.	Indefinite	

### Agreed Constructions

Claim Term	Agreed Construction
"TIR" or "total internal reflection" '318 Patent: (claims [1], 8); '397 Patent: (claim [1]); '342 Patent: (claims 1, 22, 24); '089 Patent: (claims 1, 4, 7, 14); '562 Patent: (claims 1, 14); '135 Patent: (claims 1, 5, 6, 24); '191: (claims 1, 7); '205 Patent: (claims [1], 17, 19, 20); '999 Patent: (claims 1, 6); '088: (claims 3, 11, 26); '306 Patent: (claims 18, 27); '795 Patent: (claims 1, 9, 15, 16, 20)	"the phenomenon that involves the reflection of all the incident light off the boundary between a first medium and a second medium of lower refractive index, when the angle of incidence to the second medium exceeds the critical angle"
retroreflect '397 Patent: (claims [1], 19)	"reflecting light so that the paths of the reflected rays are parallel to those of the incident rays"
optically coupled '342 Patent: (claim 1); '562 Patent: (claims 1, 14); '135 Patent: (claim 1); '999 Patent: (claim 1)	"providing for transfer of light from one optical component to another"
curvilinear [walls]	"consisting of curved lines"

Claim Term	Agreed Construction
'089 Patent: (claim 7); '795 Patent: (claims 9, 15, 20)	
focal plane '342 Patent: (claim 20); '999 Patent: (claim 7); '306 Patent: (claim 1, 20, 33)	“a plane that is perpendicular to the axis of a lens or mirror and passes through the focus”
focal area effective focal area '562 Patent: (claim 5); '342 Patent: (claims 6, 10, 23);  effective focal area: '342 Patent: (claim 23); '191 Patent: (claim 16); '088 Patent: (claim 21)	focal area: “an area where light rays would converge if a lens is illuminated by a beam of light, and may include areas at a relatively small distance from the “ideal” focus of the lens”  effective focal area: “the resulting focal area obtained when a given material occupies the space between the lens and the focal plane”

# **EXHIBIT H**



**IN THE UNITED STATES DISTRICT COURT  
FOR THE WESTERN DISTRICT OF TEXAS  
WACO DIVISION**

**SVV TECHNOLOGY INNOVATIONS  
INC.**

*Plaintiff,*

**V.**

**ASUSTeK COMPUTER INC.,**

***Defendant.***

**SVV TECHNOLOGY INNOVATIONS  
INC.**

*Plaintiff,*

**V.**

**MICRO-STAR INTERNATIONAL CO.  
LTD.,  
*Defendant.***

**SVV TECHNOLOGY INNOVATIONS  
INC.**

*Plaintiff,*

**V.**

**ACER INC.,  
*Defendants.***

**Civil Action No. 6:22-cv-00311-ADA**  
**Civil Action No. 6:22-cv-00312-ADA**  
**Civil Action No. 6:22-cv-00313-ADA**

## JURY DEMANDED

**Civil Action No. 6:22-cv-00511-ADA**  
**Civil Action No. 6:22-cv-00512-ADA**  
**Civil Action No. 6:22-cv-00513-ADA**

# JURY DEMANDED

**Civil Action No. 6:22-cv-00639-ADA**  
**Civil Action No. 6:22-cv-00640-ADA**  
**Civil Action No. 6:22-cv-00641-ADA**

## JURY DEMANDED

### CLAIM CONSTRUCTION ORDER

The Court now enters its final constructions for the terms of U.S. Patent Nos. 8,290,318 (“the ’318 Patent”); 8,740,397 (“the ’397 Patent”); 9,678,321 (“the ’321 Patent”); 9,880,342 (“the ’342 Patent”); 10,269,999 (“the ’999 Patent”); 10,439,088 (“the ’088 Patent”); 10,439,089 (“the ’089 Patent”); 10,613,306 (“the ’306 Patent”); 10,627,562 (“the ’562 Patent”); 10,797,191

(“the ’191 Patent”); 10,838,135 (“the ’135 Patent”); 10,868,205 (“the ’205 Patent”); 11,276,795 (“the ’795 Patent”) as follows:

### Disputed Terms

Claim Term	The Court’s Construction
light harvesting device/element/layer [’318 (claim 14); ’397 (claim 12, 13); ’306 (claims 13, 14, 40, 41)]  Whether ’318 Patent claim [1] <sup>1</sup> preamble is limiting	Plain and ordinary meaning  ’318 Patent claim [1] preamble is not limiting
“light converting” / “convert . . . light” / “converting light” [’191 (claims 1, 5, 7, 8, 17, 18); ’306 (claims 13-15, 26, 40, 41); ’999 (claims 1, 3); ’205 (claims 1, 20); ’795 (claims 1, 16); ’135 (claim 10)]  Whether ’999 Patent (claims 1, 3, 5, 6, 7, 10, 11), ’088 Patent (claims 1, 3, 7, 8, 10-12, 18-19, 21-22, 24-26), ’089 Patent (claims 1, 2, 4-5, 7-10, 12-14, 16-20), ’205 Patent (claims [1], 2-5, 11-20), and ’795 Patent (claims 1, 9-12, 15-17, 20) preambles are limiting	Plain and ordinary meaning  The ’999 Patent (claims 1, 3, 5, 6, 7, 10, 11), ’088 Patent (claims 1, 3, 7, 8, 10-12, 18-19, 21-22, 24-26), ’089 Patent (claims 1, 2, 4-5, 7-10, 12-14, 16-20), ’205 Patent (claims [1], 2-5, 11-20), and ’795 Patent (claims 1, 9-12, 15-17, 20) preambles are not limiting
“absorb . . . light” / “absorbing . . . light” [’321 (claim 5); ’191 (claims 1, 3, 5, 8, 17); ’306 (claims 13, 14, 15, 26, 40, 41); ’999 (claim 1); ’088 (claims 1, 12, 25, 26); ’089 (claims 1, 13, 14, 20); ’205 (claims 1, 3, 16, 19, 20); ’795 (claim 1, 16, 17)]	Plain and ordinary meaning

<sup>1</sup> Brackets surrounding a claim means the term is referenced in this independent claim, however the independent claim is not asserted, but an asserted dependent claim depends from the claim.

Claim Term	The Court's Construction
<p>“light absorbing layer/material/areas” [’321 (claim 5); ’089 (claim 20); ’306 (claim 15); ’191 (claim 1, 3, 18)]</p> <p>“optically absorptive layer” [’321 (claims [1], 5); ’088 (claim 24)]</p>	Plain and ordinary meaning
<p>“photoabsorptive [film] layer” [’306 (claims 13, 26, 40); ’795 (claims 1, 10, 16)]</p>	Plain and ordinary meaning
<p>“photoresponsive layer” / “photoresponsive element” [’999 (claims 1, 3, 5, 7); ’088 (claims 1, 7, 10, 21, 22, 24-26); ’089 (claims 1, 12, 14, 17, 19); ’205 (claims [1], 4, 11-15, 19-20); ’135 (claim 9)]</p>	Plain and ordinary meaning
<p>“light input surface” [’318 (claim [1]); ’999 (claim 1); ’306 (claims 13, 40); ’191 (claim 17)]</p>	Plain and ordinary meaning
<p>“aperture” [’318 (claim [1]); ’321 (claim 17); ’342 (claim 1); ’089 (claim 16); ’306 (claims 1, 20, 24, 27)]</p>	Plain and ordinary meaning
<p>“aspherical” ’089 (claim 16)</p>	Plain and ordinary meaning
<p>“cavity” / “cavities” ’318 (claim 3); ’306 (claims 1, 2, 30); ’135 (claim 6); ’191 (claims 1, 8, 10, 16); ’795 (claims 9, 15, 20)</p>	Plain and ordinary meaning
<p>“discrete protrusion” ’306 (claims 20, 21, 23, 24)</p>	Plain and ordinary meaning

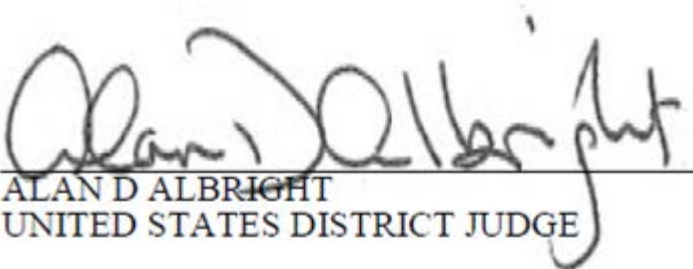
Claim Term	The Court's Construction
“prevailing plane” '318 (claim [1]); '397 (claim 14)	Plain and ordinary meaning
“corrugated” ['562 (claim 10); '397 (claims [1], 12, 14, 19)]	“shaped into alternating ridges and grooves”
“providing first semiconductor quantum dots having a second band gap” ['089 (claim 20)]	Indefinite
“substantially” ['342 (claim 1); '318 (claims [1]); '089 (claims 1, 14, 20); '135 (claim 1); '321 (claim 5); '205 (claims [1], 19, 20); '999 (claim 1); '088 (claims 1, 3, 25, 26); '795 (claims 1, 17)]	Plain and ordinary meaning

### Agreed Constructions

Claim Term	Agreed Construction
“TIR” or “total internal reflection” '318 Patent: (claims [1], 8); '397 Patent: (claim [1]); '342 Patent: (claims 1, 22, 24); '089 Patent: (claims 1, 4, 7, 14); '562 Patent: (claims 1, 14); '135 Patent: (claims 1, 5, 6, 24); '191: (claims 1, 7); '205 Patent: (claims [1], 17, 19, 20); '999 Patent: (claims 1, 6); '088: (claims 3, 11, 26); '306 Patent: (claims 18, 27); '795 Patent: (claims 1, 9, 15, 16, 20)	“the phenomenon that involves the reflection of all the incident light off the boundary between a first medium and a second medium of lower refractive index, when the angle of incidence to the second medium exceeds the critical angle”
retroreflect '397 Patent: (claims [1], 19)	“reflecting light so that the paths of the reflected rays are parallel to those of the incident rays”
optically coupled '342 Patent: (claim 1); '562 Patent: (claims 1, 14); '135 Patent: (claim 1); '999 Patent: (claim 1)	“providing for transfer of light from one optical component to another”

Claim Term	Agreed Construction
curvilinear [walls] '089 Patent: (claim 7); '795 Patent: (claims 9, 15, 20)	"consisting of curved lines"
focal plane '342 Patent: (claim 20); '999 Patent: (claim 7); '306 Patent: (claim 1, 20, 33)	"a plane that is perpendicular to the axis of a lens or mirror and passes through the focus"
focal area effective focal area '562 Patent: (claim 5); '342 Patent: (claims 6, 10, 23);  effective focal area: '342 Patent: (claim 23); '191 Patent: (claim 16); '088 Patent: (claim 21)	focal area: "an area where light rays would converge if a lens is illuminated by a beam of light, and may include areas at a relatively small distance from the "ideal" focus of the lens"  effective focal area: "the resulting focal area obtained when a given material occupies the space between the lens and the focal plane"

**SIGNED** this 6th day of April, 2023.

  
 ALAN D ALBRIGHT  
 UNITED STATES DISTRICT JUDGE

**IN THE UNITED STATES DISTRICT COURT  
FOR THE WESTERN DISTRICT OF TEXAS  
WACO DIVISION**

**SVV TECHNOLOGY  
INNOVATIONS INC.**

*Plaintiff,*

**v.**

**ACER INC.**

*Defendant.*

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**Civil Action No. 6:22-cv-00639-ADA  
Civil Action No. 6:22-cv-00640-ADA  
Civil Action No. 6:22-cv-00641-ADA**

**ORDER GRANTING PLAINTIFF’S MOTIONS *IN LIMINE***

Before the Court is Plaintiff SVV Technology Innovations Inc. (“SVVTI”) Motions *In Limine* (“MILs”). After consideration of the MILs, the Court is of the opinion that the MILs should be GRANTED.

The Court GRANTS SVVTI’s MIL No. 1 as to any evidence or argument regarding the alleged availability of non-infringing alternatives or design-arounds.

The Court GRANTS SVVTI’s MIL No. 2 as to statements that previously rejected constructions are the “plain and ordinary meaning” of terms that the Court has already construed and statements referring to Asserted Patents as “photovoltaic patents” or “solar panel patents.”

The Court GRANTS SVVTI’s MIL No. 3 as to any argument, evidence, testimony, reference, or suggestion that Defendant practices the prior art; concerning a comparison between an accused instrumentality and a purported prior art patent, device, method, process, product, system, or document; or concerning a comparison between an accused instrumentality and a commercial product, or third parties’ products.

The Court GRANTS SVVTI’s MIL No. 4 as to any reference to dropped claims, theories, patents, or accused products.

The Court GRANTS SVVTI's MIL No. 5 as to any argument, evidence, testimony, reference, or suggestion that SVVTI has not asserted its patents against other entities, including Defendant's suppliers.

Signed on this \_\_\_\_\_ day of \_\_\_\_\_, 2024.

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ALAN D ALBRIGHT, UNITED STATES DISTRICT JUDGE